

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**STATE & MUNICIPAL TEAMSTERS,  
CHAUFFEURS & HELPERS UNION  
LOCAL 726, AFFILIATED WITH  
INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS**

**And**

**FOREST PRESERVE DISTRICT  
OF COOK COUNTY**

**Effective**

**January 1, 2005 thru December 31, 2008**

**THOMAS P. CLAIR  
SECRETARY/TREASURER**

**JOHN FALZONE  
PRESIDENT**

**KENNETH R. BRANTLEY  
VICE PRESIDENT**

**JOHN "JACK" F. HURLEY  
RECORDING SECRETARY**

**ANTHONY FIORI  
TRUSTEE/BUSINESS AGENT**

**LINDA CRUZ  
TRUSTEE/BUSINESS AGENT**

**MIKE MARCATANTE  
TRUSTEE/BUSINESS AGENT**

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## **PREAMBLE**

This collective bargaining agreement is entered into between the Forest Preserve District of Cook County hereinafter referred to as the "District" and the State and Municipal Teamsters, Chauffeurs and Helpers Union, Local 726, hereinafter referred to as "Union."

## **ARTICLE I Recognition**

### **Section 1. Representative Unit:**

The District recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours and working conditions for employees in the unit the Union currently represents. The District agrees to respect the historical and traditional jurisdiction of the Union. The District agrees to contact the Union, in writing to determine whether the Union desires to meet and discuss deletions or changes on job titles covered by this Agreement and initiated by the Forest Preserve District. Should the Union desire to confer with the District concerning such change(s), it shall notify the District within thirty (30) days. The District agrees to meet and discuss such proposed changes with the Union.

The District recognizes that the Union has historically and traditionally represented District employees and the District is convinced that a substantial majority of the employees covered by this agreement desire the Union to represent them for purposes of collective bargaining and contract administration matters.

Appendix A lists the current job classifications represented by the Union and the rates of pay for each such job classification. The job classification listed in Appendix A is for descriptive purposes. Its use is neither an indication nor a guarantee that any classification or title set forth therein will continue to be utilized by the District.

Except as expressly set forth in this agreement, seasonal employees are not entitled to any benefits received by regular employees, and shall only receive the salary set forth in Appendix A.

### **Section 2. Union Membership:**

The District will grant the Union an opportunity during the orientation of new employees in the classifications it currently represents to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement.

### **Section 3. Dues Checkoff:**

With respect to any employee from whom the District receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the District, the District shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union, and the District shall continue to retain a service charge of five cents (5¢) for making each such deduction. If the employee has no earnings due for that paycheck, the Union shall be responsible for collecting such amounts.

### **Section 4. Fair Share:**

1. The District shall grant "Fair Share" to the Union in accordance with Section 6(e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the District that the Union has more than 50% of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within 30 days of the Union meeting said condition or within 30 days of their employment by the District either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the District from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the District the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the District shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, 50% of all fees being collected from non-union employees. The Union shall furnish objectors and the District with verification of the terms of the escrow arrangement and, upon request, the status of the Fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be

interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgement including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the District to change deductions from the earnings of non-members to said prescribed amount.

#### **Section 5. Religious Exemption:**

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6 (g) of the Illinois Public Labor Relations Act.

#### **Section 6. DRIVE Checkoff:**

The District agrees to deduct from the paycheck of all employees covered by this agreement who voluntarily authorize in writing such deductions, contributions to DRIVE. DRIVE shall notify the District of the amounts designated by each contributing employee that are to be deducted from his/her paycheck, per pay period, for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The District shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the District annually for the District's actual cost for the expenses incurred in administering the pay-roll deduction plan.

#### **Section 7. Indemnification:**

The Union shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the District for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.



## **ARTICLE II**

### **District Authority**

#### **Section 1. District Rights:**

The Union recognizes that the District has the full authority and responsibility for directing its operations and determining policy. The District reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities: provided, however, that the District shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law.

#### **Section 2. District Obligation:**

The Union recognizes that this Agreement does not empower the District to do anything that it is prohibited from doing by law.

#### **Section 3. Union and District Meetings:**

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and District agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and District shall each designate not more than five (5) representatives to a labor-management committee for this purpose.

## **ARTICLE III**

### **Hours of Work and Overtime**

#### **Section 1. Purpose of Article:**

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

#### **Section 2. Regular Work Periods:**

Forty (40) hours shall constitute the work week for all employees. The normal work week shall be five (5) days of employment, Friday through Thursday, and normally shall consist of five (5) consecutive days of work and two days off between consecutive work days. In general, the normal workday shall be eight (8) consecutive hours, with a daily one-half hour unpaid lunch period. Whenever practicable the work schedule for the following week will be posted not later than Thursday of the current week. Scheduled working times currently in effect will continue. Any changes will be negotiated with the Union prior to implementation.

### **Section 3. Overtime Pay:**

All overtime work performed outside the regular assigned hours shall be paid in compensatory time off, during the same pay period within which the overtime work was performed whenever practicable. However, in all cases the provisions of the Fair Labor Standards Act (FLSA) will be met by the District. Employees may accumulate up to eighty (80) hours of compensatory time which can be used as time off upon reasonable notice to and approval of the employee's supervisor. All time compensated by the District shall be counted in calculating overtime earned except for paid sick days, compensatory days and personal days.

### **Section 4. No Duplication of Overtime Pay:**

There shall be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates under one provision of this Agreement shall be excluded as hours worked in computing overtime pay under any other provision.

### **Section 5. Overtime Work:**

Employees will be expected to perform any reasonable amounts of overtime work. The District will seek to equalize overtime or premium work among the employees at the work location who normally perform the work for which overtime or premium time is being required on a weekly basis. Employees who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work the subsequent overtime or premium time until all other employees who normally perform that particular work have been afforded the opportunity to work the overtime or premium time being offered. Overtime opportunities shall be offered first to all regular full-time employees. If no regular full-time employees accept the opportunity, it shall then be offered to seasonal employees at the location on the same basis. If no employee accepts the offer of overtime, the District shall have the right to require the least senior full-time employees needed to perform the work.

### **Section 6. Call Back Pay:**

An employee called back to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two (2) hours pay at the applicable rate. Any bargaining unit work started shall be paid a minimum of four (4) hours pay at the applicable rate.

## **ARTICLE IV Rates of Pay**

### **Section 1. Wage Rates:**

Employees shall be paid on a bi-weekly basis at the rates set forth in Appendix A herein.

## **Section 2. Acting in a Higher Rated Job:**

In the event of an absence of an employee for a period of five (5) consecutive work days or more, an employee in a lower rated job who is directed to perform and does in fact perform substantially all of the duties of the absent employee in a higher rated job for a period of five (5) consecutive work days or more will be paid at a higher rate commencing on the sixth (6) consecutive day of the assignment.

## **ARTICLE V Seniority**

### **Section 1. Probationary Period:**

The probationary period for a new employee shall be six (6) months. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any just cause and shall have no recourse to the grievance procedure with respect to any discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire.

### **Section 2. Definition of Seniority:**

Seniority is an employee's length of most recent continuous employment with the District since his/her last hiring date as a full-time employee.

### **Section 3. Return to Represented Unit:**

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit by the District, shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which he/she was promoted or transferred.

### **Section 4. Termination of Seniority:**

An employee's seniority and employment relationship with the District shall terminate upon the occurrence of any of the following:

- (a) Resignation or retirement;
- (b) discharge for just cause;
- (c) absence from work without notification to the department head or a designee, unless the Employee has an explanation satisfactory to the District for not furnishing such notification;
- (d) failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the District, for such failure to report for work;

- (e) engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the District in writing.

#### **Section 5. Transfer of Stewards:**

Employees acting as Union stewards under Article XI, Section 6, of this Agreement shall not be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

#### **Section 6: Discipline:**

Employees who are to be or may be disciplined are entitled to Union representation in any disciplinary proceedings consistent with the Forest Preserve District Disciplinary Action Policy and Procedure.

#### **Section 7. Vacancies:**

Generally it is the policy of the District to fill permanent vacancies from within the existing workforce. In the event the District determines that a permanent job vacancy exists, the District will also determine whether to fill the position by promotion or open recruitment. A notice to that effect shall be posted in the Personnel Office for a period of fourteen (14) days during which time full-time employees (as opposed to seasonal employees) in lower rated classifications may apply for the vacancy. At the time the notice is posted, it will also be distributed and posted in each division headquarters in the District, golf courses and driving ranges in the District and sent to the Union. Employees who meet the minimum qualifications of the position will be interviewed for the position. No employee will be denied an interview for the sole reason that he or she fails to attach to the application a copy of a license, certification or other evidence of current qualification for the position sought, provided that the application itself contains information that the District deems sufficient to make a preliminary determination that the applicant may possess the minimum qualifications. An employee who fails to attach the required evidence of current qualifications, but who is interviewed for the job, will be required to produce the evidence of current qualification at the interview. If the evidence of current qualification is not produced at the interview, the applicant will not be further considered for the position. The District shall award the opening based on current qualifications. If there are no qualified applicants for positions treated as promotional, the District may fill the vacancy from any source. Where the position posted is an entry level position, the District shall first consider seasonal employees who apply for the position before hiring any other person.

## **ARTICLE VI**

### **Holidays**

#### **Section 1. Regular Holidays:**

The following are regular holidays for employees in the job classifications set forth in Appendix A (other than seasonal employees):

New Years Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Casimir Pulaski Day	Thanksgiving Day
Memorial Day	Christmas Day

Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday. In addition, each employee shall be entitled to one (1) floating holiday per year which he or she may use, upon two (2) weeks notice to, and approval of, his or her supervisor. A request for a floating holiday shall not be unreasonably denied.

#### **Section 2. Eligibility:**

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- (a) The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation acceptable to the District.
- (b) The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation leave during such period, unless the employee has a reasonable explanation acceptable to the District.

#### **Section 3. Holidays in Vacation:**

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

#### **Section 4. Failure to Report:**

An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday, unless the employee has a reasonable explanation, acceptable to the District for failing to report.

**Section 5. Compensation for Hours Worked:**

An employee who works on a holiday shall receive 8 hours holiday pay and shall receive compensatory time for all hours worked on that holiday at the rate of one-and-one-half times his or her hourly rate.

**ARTICLE VII  
Vacations**

**Section 1. Eligibility:**

No employee shall be eligible for vacation leave during their first year of employment. Employees who have completed one year of service with the Forest Preserve District shall be granted vacation leave with pay for periods as follows:

<b><u>Anniversary of Employment</u></b>	<b><u>Days of Vacation</u></b>	<b><u>Maximum Accumulation</u></b>
1 <sup>st</sup> (beginning of 2 <sup>nd</sup> year) thru 6 <sup>th</sup> (beginning of 7 <sup>th</sup> year)	10 working days	20 working days
7 <sup>th</sup> (beginning of 8 <sup>th</sup> year) thru 14 <sup>th</sup> (beginning of 15 <sup>th</sup> year)	15 working days	30 working days
15 <sup>th</sup> (beginning of 16 <sup>th</sup> year) thru -	20 working days	40 working days

**Section 2. Vacation Accrual:**

Computation of vacation leave shall begin on the first day of employment at 0.83 days per month, with the rate of accrual increasing thereafter on the 6<sup>th</sup> anniversary to 1.25 day per month and on the 14<sup>th</sup> anniversary to 1.66 days per month. Employees must be in a pay status at least 10 days in a month to earn time for that period. Employees will be entitled to accumulate from one year to the next a maximum of two (2) times their yearly accrued vacation allotment. Any deviation from this policy remains at the discretion of the General Superintendent.

**Section 3. Vacation Pay:**

The rate of vacation pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

**Section 4. Vacation Preference and Scheduling:**

Employees may use only such vacation leave as has been earned and accrued. However, the

General Superintendent may authorize vacation leave prior to the time an employee has rendered one year of continuous Service to the District, if in his opinion it would be beneficial to the best interests of the District. The head of the department, may establish the time when the vacation shall be taken.

#### **Section 5. Accrued Benefits at Separation:**

Upon termination of employment, the employee shall be paid all vacation and holiday pay accrued through the last day worked, but shall not be paid for any accumulated sick time.

#### **Section 6. Service Credit Carry-Over:**

An employee of the District who has rendered continuous service to the City of Chicago, the Chicago Park District, the County of Cook or the Metropolitan Water Reclamation District shall have the period of such service credited and counted for the purpose of computing their number of years of service as an employee of the District for the purpose of computation of vacation leave as set forth in Section 2 of this Article. "Continuous service" as used in this Section 6 is interrupted, and all prior service credit lost, if the employee has left the service of any of these municipal entities because of discharge or resignation and has not been reinstated to service within one (1) year of the date of discharge or resignation. Credit for such prior service may be established by filing a certificate of such service by the municipal entity with the District's office of the Comptroller.

### **ARTICLE VIII Welfare Benefits**

#### **Section 1. Hospitalization Insurance:**

- A. The District agrees to maintain the level of employee and dependent benefits and payment of premiums as set out in Appendix B. The various hospitalization insurance plans in Appendix B shall remain in effect for the duration of this Agreement. An explanation booklet of the various health insurance plans shall be prepared and made available to employees.
- B. Employees who have elected to enroll in the District's PPO health benefits plan shall contribute, in aggregate, by offset against wages, an the amount of their base salary specified in Appendix B as a contribution toward premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary specified in Appendix B as a contribution towards premiums. All employee contributions for Health Insurance shall be made on a pre-tax basis.
- C. Prescription drug benefits for PPO and HMO participants are set out in Appendix B.

## **Section 2. Sick Pay:**

- A. Employees shall be granted sick leave with pay at the rate of one (1) working day for each month of service. Sick leave accruals shall be in accordance with the bi-weekly payroll system. An employee must be in a pay status at least 5 days in a pay period to earn time in that period.
- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Sick leave is granted by the Forest Preserve District because an employee is unable to perform his assigned duties, or because his/her presence at his/her place of work would jeopardize the health of his/her co-workers. Accordingly, sick leave shall not be used as additional vacation leave.
- C. Records of sick leave credit and use shall be maintained by the Department of Human Resources of the Forest Preserve District. Severance of employment terminates all rights for the compensation hereunder. Amount of sick leave accumulated at the time when any sick leave begins shall be available in full, and additional sick leave shall continue to accrue while an employee is using that already accumulated.
- D. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive sick days, employees shall submit to their department head a doctor's certificate as proof of illness. Sick leave may be used as maternity or paternity leave by employees.
- E. If, in the opinion of the General Superintendent, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.
- F. The use of sick leave without just cause, false statement or the furnishing of any false information with reference thereto shall be cause for disciplinary action.

## **Section 3. Disability Benefits:**

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the Forest Preserve District Employees Annuity and Benefit Fund of Cook County. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin



the day after the date the salary stops.

Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31<sup>st</sup>) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the District otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

#### **Section 4. Life Insurance:**

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next \$1,000 in figures), at no cost to the employee, with the option to purchase insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the District's HMO plans.

#### **Section 5. Pension Plan:**

Pension benefits for employees covered by this Agreement shall be as mandated under Chapter 40, Act 5, Section 1-101 of the 1992 Illinois Compiled Statutes.

#### **Section 6. Dental Plan:**

All employees shall be eligible to participate, at no cost to them, in the dental plan described in Appendix B.

#### **Section 7. Vision Plan:**

All employees shall be eligible to participate at no cost to them, in the vision plan described in Appendix B.

### **ARTICLE IX Leaves**

#### **Section 1. Bereavement Leave:**

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family includes mother, father, husband, wife, son, daughter (including step children and foster children) brother, sister, grandparents, grandchildren and spouse's parents.

- B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.

## **Section 2. Sick Leave:**

Employees absent or expecting to be absent from work due to their illness for any period of intended absence beyond the use of any accumulated vacation days, sick days or compensatory days, are required to request a leave of absence.

## **Section 3. Union Leave:**

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 8 of this Article.

## **Section 4. Military Leave:**

Employees who entered the armed services of the United States shall be entitled to all the re-employment rights provided for in the Universal Military Service and Training Act of 1951, as amended.

An employee, who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

## **Section 5. Regular Leave:**

An employee not affected by the leave of absence rules of the Civil Service Commission of Cook County may be granted a leave of absence without pay with the written approval of the General Superintendent. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the Forest Preserve District, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Department Head. If approved by the Department Head, the application will then be forwarded to the General Superintendent for consideration. The application shall include the purpose for the leave of absence and the dates

for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Absence from District service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

#### **Section 6. Maternity/Paternity Leave:**

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and postpartum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the General Superintendent.

#### **Section 7. Seniority on Leave:**

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the Forest Preserve District Employees Annuity and Benefit Fund of Cook County).

#### **Section 8. Retention of Benefits:**

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the District's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the District may cancel insurance benefits, which will be reinstated upon the employee's return to work, such to such waiting period and other rules and regulations as may be applicable to the insurance plan.

### **ARTICLE X Additional Benefits**

#### **Section 1. Jury Make-Up Pay:**

In the event an employee is summoned for jury duty, which includes required reporting for jury when summoned, whether or not the employee is used as a juror, the District shall pay the employee the difference between the amount received for each day's jury service and the employee's regular straight-time earnings for the days such employee would have been scheduled to work, but for such jury service. The employee shall notify his/her supervisor promptly upon receipt of the jury summons.

## **Section 2. Election Day:**

An employee who is a registered voter will receive two (2) hours time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

## **Section 3. Personal Days:**

- A. All employees, except those in a per diem or historic hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half ( $\frac{1}{2}$ ) day at a time.

Employees entitled to receive such leave, who enter District employment during the fiscal year, shall be given credit for such personal leave at the rate of one (1) day for each full fiscal quarter in pay status; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

Personal days shall not be used as additional vacation leave. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may not be used consecutively unless approved by the Department Head.

Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

In crediting personal days, the fiscal year shall be divided into the following fiscal quarters:

- 1<sup>st</sup> Quarter - January, February, March
- 2<sup>nd</sup> Quarter - April, May, June
- 3<sup>rd</sup> Quarter - July, August, September
- 4<sup>th</sup> Quarter - October, November, December

Severance of employment shall terminate all rights to accrued personal days.

- B. No request for a leave will be considered unless approved by the Department Head and no Department Head shall grant such approval, if, in his judgement, such absence from duty at the particular time requested would interfere with the conduct of District business.

## **ARTICLE XI**

### **Grievance Procedure**

#### **Section 1. Policy:**

The provisions of this Article supplement and modify the provisions of the District's Grievance Procedure applicable to all employees.

#### **Section 2. Definition:**

A grievance is a difference between an employee or the Union and the District with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the District's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps Two and Three to the County's Chief of Human Resources.

#### **Section 3. Representation:**

Employees may take up grievances through Steps One to Three either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the District may be initiated at Step Two by a Union representative. A grievance relating to suspension or discharge of an employee may be initiated at Step Three by a Union representative.

#### **Section 4. Grievance Procedure Steps:**

The steps and time limits as provided in the Forest Preserve Grievance Procedure are as follows:

Submission Time		To Whom Submitted	Time Limits	
Step	Limit This Step (calendar days)		Meeting	Response
1	30 days	Department Head	5 days	5 days
2	5 days	General Superintendent Designee	5 days	10 days
3	10 days	Chief of Human Resources/Hearing Officer	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

### **Section 5. Time Limits:**

The initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at Step Three. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the District.

### **Section 6. Step 3 & Step 4:**

At the time a grievance is presented to the Chief of Human Resources/Hearing Officer for consideration at Step 3, it will also be presented to the General Superintendent or his designee. Grievances which are not resolved at Step Three may be appealed by the Union to Step Four. At Step Four a neutral person acceptable to the District and the Union will be selected in accordance with Section 9.

### **Section 7. Stewards:**

The Union will advise the District in writing of the names of the stewards in each department or area agreed upon with the District and shall notify the District promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hour without loss of pay, provided that such activity shall not exceed a reasonable period of time.

### **Section 8. Union Representatives:**

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the District Department for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the General Superintendent/Designee and District Department Head/Designee in a manner suitable to the District, and on each occasion will first secure the approval of the General Superintendent/Designee and District Department Head/Designee to enter and conduct their business so as not to interfere with the operation of the District. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Forest Preserve department rules applicable to non-employees.

### **Section 9. Arbitration**

Only the Union may request arbitration under this Agreement. If the Union is not satisfied with the Step 3 Response, or the time limit for a Step 3 Meeting or Response has expired, the Union may thereafter submit in writing to the District notice that the grievance is to enter impartial arbitration. The party requesting arbitration shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) arbitrators who are members of the National Academy of Arbitrators. The parties shall alternatively strike names. The choice of

which party shall strike first will be determined by the toss of a coin.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the District and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in issuing his/her opinion shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the District and the Union. The Arbitrator's decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. Any decision of the Arbitrator is final and binding as provided in the Uniform Arbitration Act

## **ARTICLE XII**

### **Continuity of Operation**

#### **Section 1. No Strike:**

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the District's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

#### **Section 2. Union Responsibility:**

Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the District in writing that such action has not been caused or sanctioned by the Union;
- (c) notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately.
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the District to accomplish this end.

#### **Section 3. Discharge of Violators:**

The District shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of

determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the District may not be disturbed.

#### **Section 4. No Lock-Out:**

The District agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

#### **Section 5. Reservation of Rights:**

In the event of any violation of this Article by the Union or the District, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

### **ARTICLE XIII Miscellaneous**

#### **Section 1. No Discrimination:**

The District and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political belief, age, sex, marital status, disability or activity on behalf of the Union.

It is the policy of the Forest Preserve District that applicants for employment are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop.

#### **Section 2. Safety and Equipment:**

The District will continue to make reasonable provisions for the safety of its employees during their hours of employment. The District also appreciates suggestions from employees concerning safety manners, and will meet periodically with the Union to discuss same.

In addition, the District and the Union agree as follows: (a) It shall be the responsibility of the District to see that equipment is in safe operating condition and to provide employees with proper protective equipment. The District shall not require employees to operate unsafe equipment; (b) The parties agree that a joint labor/management Safety and Health Committee shall be established consisting of three (3) members each of labor and management to be appointed respectively by the Union and the District. The committee shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions which may exist considering the nature and requirements of the respective work locations and job functions to be performed by bargaining unit members.



Where, following such meetings, agreement is reached as to the existence of the unsafe or unhealthy working condition, the employer shall correct it within a reasonable amount of time; (c) Employees shall have the right to move directly to the second step of the grievance procedure to protest the lack of safety equipment or other unsafe working conditions.

### **Section 3. Doctor's Statement:**

An employee who has been off duty for five (5) consecutive days or more for any health reason will be required to provide a doctor's statement as proof of illness, and may be required to undergo examination by a doctor designated by the District before returning to work. Employees will present their doctor's statement to the District Department of Human Resources and will be referred to a doctor designated by the District, if any, at that time.

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the facility has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by a Facility physician may be required to make sure that the employee is physically fit for return to work.

### **Section 4. Voluntary Workers:**

Voluntary organizations and workers perform services that are a valuable and necessary contribution to the operation of the District. Also, the District engages in education and research which involves persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the District. The District shall continue to have the right to participate in Federal, State and County programs and shall continue to have the right to avail itself of any and all such voluntary services. No regular employees shall be laid off because of work done by volunteers.

### **Section 5. Bulletin Boards:**

The District will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the General Superintendent/Designee for approval and posting, which approval shall not be unreasonably withheld. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on Forest Preserve property other than herein provided.

### **Section 6. Partial Invalidity:**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

### **Section 7. Sub-Contracting:**

All Bargaining Unit work that comes within the jurisdiction of the Union that is sub-contracted, shall be at the sole discretion of the District. This sub-contracting shall, at all times, be in compliance with State and Federal Statutes and not be used to undermine the Bargaining Unit.

### **Section 8. Tool Reimbursement:**

Each employee who is required to purchase and maintain his or her own tools to perform work for the District shall be provided with a locked space for storage of those tools. Each employee will provide the District with a list of tools maintained on the District's premises and the cost of each tool. If an employee purchases a new tool, he or she shall submit a receipt showing the cost of that tool and shall produce the tool for inspection by his or her supervisor. Each employee is expected to maintain his or her tools in a secure fashion during the work day. If an employee loses his or her tools due to theft from the locked storage space provided by the District, through no fault of the employee, the District will reimburse the employee for the replacement cost of the tool or tools lost due to theft, provided the employee has complied with the notification provisions of this section.

## **ARTICLE XIV**

### **Duration**

#### **Section 1. Term:**

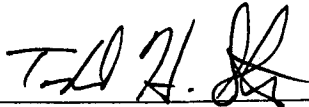
This Agreement shall become effective on January 1, 2005 and shall remain in effect thru December 31, 2008. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement. In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar days written notice of cancellation thereafter.

#### **Section 2. Notice:**

Any notice under this Agreement shall be given by registered or certified mail; if by the Union, then one such notice shall be addressed to the President, Board of Forest Preserve District Commissioners, and to the General Superintendent of the Forest Preserve District, 536 North Harlem Avenue, River Forest, Illinois, 60305, with copies to the County's Chief of Human Resources, Room 840, 118 North Clark Street, Chicago Illinois 60602, or if by the District, then such notice shall be addressed to the State and Municipal Teamsters, Chauffeurs & Helpers Union, Local 726, 1645 W Jackson Blvd, Suite 603, Chicago, IL 60612. Either party may, by like written notice, change the address to which notice to it shall be given.

FOREST PRESERVE DISTRICT OF COOK COUNTY

BY:

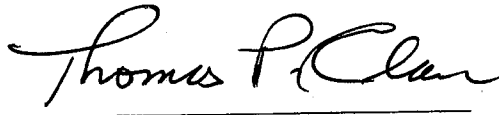
  
TODD H. STROGER  
PRESIDENT

ATTEST:

  
MARY RUSSELL GARDNER  
SECRETARY

STATE & MUNICIPAL TEAMSTER, CHAUFFEURS & HELPERS UNION, LOCAL 726

BY:

  
THOMAS P. CLAIR  
SECRETARY/TREASURER

Subject to ratification by Teamsters Local 726 and approval by the Board of Commissioners of the Forest Preserve District of Cook County.

## APPENDIX A

### Wages

Effective for hours <u>worked beginning:</u>	<u>Increase:</u>
January 1, 2005	1%
January 1, 2006	1%
July 1, 2006	2% + *\$500
January 1, 2007	1.5%
July 1, 2007	2.5% + *\$300
January 1, 2008	2%
July 1, 2008	2.75%

Wage increases are effective by calendar date and not by pay period. Increases will be reflected in the first pay check that covers the effective date of the increase, no matter what pay period. The 2% increase that goes into effect on January 1, 2008 will be first be reflected in the pay check issued January 18, 2008.

The first wage increase on January 1, 2005 will be based on each employee's hourly wage on December 31, 2004 plus 1%.

Retroactive pay will be calculated from January 1, 2005. Only those in pay status on the date the contract is fully executed will be eligible for retroactive pay. Retirees are not in pay status.

\* These amounts will not be added to base pay.

Appendix A (Continued)								
Title		1%	1%	2%	1.50%	2.50%	2%	2.75%
Aerial Equipment Operator	1/1/2004	1/1/2005	1/1/2006	7/1/2006	1/1/2007	7/1/2007	1/1/2008	7/1/2008
Laborer	\$18.4417	\$18.6261	\$18.8124	\$19.1886	\$19.4765	\$19.9634	\$20.3626	\$20.9226
Light Maintenance Equipment Operator	\$16.2503	\$16.4128	\$16.5769	\$16.9085	\$17.1621	\$17.5911	\$17.9430	\$18.4364
Maintenance Equipment Operator	\$16.8428	\$17.0112	\$17.1813	\$17.5250	\$17.7878	\$18.2325	\$18.5972	\$19.1086
Maintenance Equipment Operator	\$21.0956	\$21.3066	\$21.5196	\$21.9500	\$22.2793	\$22.8362	\$23.2930	\$23.9335
Maintenance Equipment Repairman	\$21.0956	\$21.3066	\$21.5196	\$21.9500	\$22.2793	\$22.8362	\$23.2930	\$23.9335
Maintenance Foreman I	\$16.4656	\$16.7949	\$17.1308	\$17.4734	\$17.7355	\$18.1789	\$18.5425	\$19.0524
Maintenance Foreman II	\$21.3814	\$21.5952	\$21.8112	\$22.2474	\$22.5811	\$23.1456	\$23.6085	\$24.2578
Maintenance Mechanic	\$26.1052	\$26.3663	\$26.6299	\$27.1625	\$27.5700	\$28.2592	\$28.8244	\$29.6171
Pump and Well Foreman	\$16.9016	\$17.0706	\$17.2413	\$17.5861	\$17.8499	\$18.2962	\$18.6621	\$19.1753
Pump and Well Repairman II	\$18.0452	\$18.2257	\$18.4079	\$18.7761	\$19.0577	\$19.5342	\$19.9248	\$20.4728
Resource Technician	\$18.6200	\$18.8062	\$18.9943	\$19.3741	\$19.6648	\$20.1564	\$20.5595	\$21.1249
Seasonal Laborer	\$13.7900	\$13.9279	\$14.0672	\$14.3485	\$14.5638	\$14.9278	\$15.2264	\$15.6451
Serviceman I	\$17.4528	\$17.6273	\$17.8036	\$18.1597	\$18.4321	\$18.8929	\$19.2707	\$19.8007
Serviceman II	\$17.7020	\$17.8790	\$18.0578	\$18.4190	\$18.6953	\$19.1626	\$19.5459	\$20.0834
Serviceman III	\$19.6627	\$19.8593	\$20.0579	\$20.4591	\$20.7660	\$21.2851	\$21.7108	\$22.3079
Serviceman IV	\$21.2407	\$21.4531	\$21.6676	\$22.1010	\$22.4325	\$22.9933	\$23.4532	\$24.0981
Watchman	\$16.2503	\$16.4128	\$16.5769	\$16.9085	\$17.1621	\$17.5911	\$17.9430	\$18.4364

# APPENDIX B

## COOK COUNTY FOREST PRESERVE DISTRICT HEALTH PLAN DESIGN

### PLAN DESIGN CHANGES EFFECTIVE 12/1/07 PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible *	None None None None Unlimited		\$0 / \$200	\$125 / \$250
Family Deductible *			\$0 / \$400	\$250 / \$500
Ind. Out of Pocket Max *			\$1,000 ** / \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max *			\$2,000 ** / \$6,000 **	\$3,000 ** / \$6,000 **
<i>Lifetime Maximum</i>			<i>Unlimited /</i> <i>\$1,000,000</i>	<i>Unlimited /</i> <i>\$1,000,000</i>
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances (SMA)	** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances (SMA)

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None		90% / 60% ***	*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agreed to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.

## OUTPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 co-pay	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *



OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)				
BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
<i>Physical, Speech and Occupational Therapy</i> (60 visits Combined Annual Maximum)	100%	100%	90% / 60*	90% / 60*
<i>Ambulance Services</i>	100%	100%	80% / 80% *	80% / 80% *
<i>Emergency Room Visits</i> (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100%	100% after \$40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *	90% / 60% *
Home Health Care	100%	100%	90% / 60% *	90% / 60% *
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *	90% / 60% *
Prosthetic Devices	100%	100%	90% / 60% *	90% / 60% *

INPATIENT SERVICES (MEDICAL & SURGICAL)					
BENEFIT OVERVIEW		HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network	
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 co-pay per admission	90% / 60% *	90% / 60% *	
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *	90% / 60% *	
X-Ray / Diagnostic Services	100%	100%	90% / 60% *	90% / 60% *	
Facility Charges	100%	100%	90% / 60% *	90% / 60% *	

<b>BENEFIT OVERVIEW</b>	<b>HMO</b>		<b>PPO</b>	
	<b>Current Benefits Through 11/30/07</b>	<b>Benefit Level Effective 12/1/07</b>	<b>Current Benefits (through 11/30/07) In Network / Out of Network</b>	<b>Benefit Level Effective 12/1/07 In Network / Out of Network</b>
<b>Mental Health/Chemical Dependency/ Substance Abuse</b> Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits	Unlimited	Unlimited	Individual Annual Maximum: \$ 5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	

## Employee Contributions

### Effective June 1, 2008

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 5/31/08	Contribution Effective 6/1/08	Contribution Through 5/31/08	Contribution Effective 6/1/08
Employee Only	.5%	.5%	1.5%	1.5%
Employee plus Child(ren)	N/A	.75 %	N/A	1.75%
Employee plus Spouse	.5 %	1.0%	1.5 %	2.0 %
Employee plus Family	.5 %	1.25 %	1.5 %	2.25 %
Cap	\$8 PER PAY PERIOD	None	None	

PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY) ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)				
BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07
Generic (30 day supply at Retail)	\$5	\$7	\$5	\$7
Brand (30 day supply at Retail)	\$10	N/A	\$10	N/A
Formulary (30 day supply at Retail)	N/A	\$15 *	N/A	\$15 *
Non- Formulary (30 day supply at Retail)	N/A	\$25 *	N/A	\$25 *
Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	N/A	2 x Retail Co-pay
* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.				

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ORTHODONTICS:

Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.

DEDUCTIBLE:

None

BENEFIT PERIOD MAXIMUM:

Unlimited

## VISION BASIC BENEFITS – APPENDIX B

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

**Eye Examination: \$0**

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

**Eyeglass Lenses: \$0**

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

**Frames \*\*: \$0**

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

**Contact Lenses \*\*: \$0**

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

\*\* The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

### LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$ 8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

## DENTAL HMO BENEFITS – APPENDIX B

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

### SCHEDULE OF BENEFITS:

**PREVENTIVE CARE:** Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.

**BASIC BENEFITS:** Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.

**MAJOR SERVICES:** Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.

## DENTAL PPO BENEFITS – APPENDIX B

Benefit Period Maximum	In-Network		Out-Of-Network *	
	\$1,500 per person; per year		\$50/Individual; \$200 Family	
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)		(4 individual maximum, does not apply to preventive and orthodontic services)	
Preventive (No Deductible)	100% of Maximum Allowance		80% of Maximum Allowance *	
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance		60% of Maximum Allowance *	
Restorative Services:				
Routine Fillings	80 % of Maximum Allowance		60% of Maximum Allowance *	
Crowns	50 % of Maximum Allowance		50% of Maximum Allowance *	
Inlays and Onlays	50 % of Maximum Allowance		50% of Maximum Allowance *	
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance		80 % of Maximum Allowance *	
Endodontics	80 % of Maximum Allowance		60 % of Maximum Allowance *	
Periodontics	80 % of Maximum Allowance		60 % of Maximum Allowance *	
Oral Surgery				
Routine Extractions	80 % of Maximum Allowance		60 % of Maximum Allowance *	
Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance		60 % of Maximum Allowance *	
Prosthetics	50 % of Maximum Allowance		50 % of Maximum Allowance *	
Orthodontics	50 % up to lifetime maximum		50 % up to lifetime maximum *	
Lifetime Maximum	\$1250		\$1250	

\* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.



LOCAL 726, IBT

and

THE FOREST PRESERVE DISTRICT OF COOK COUNTY

MEMORANDUM OF AGREEMENT

This agreement is entered into by and between the State and Municipal Teamsters, Chauffeurs & Helpers Union, Local 726, IBT (the "Union") and the Forest Preserve District of Cook County (the "Employer"), as a supplement to the parties collective bargaining agreement which is effective January 1, 2005.

Notwithstanding the provision of Article III, Hours of Work and Overtime, Section 2., Regular Work Periods, that the "Scheduled working times currently in effect will continue", the parties agree that the current starting hours of work for employees in the Maintenance Division, except for those employees working at the Warehouse or the Maintenance Shop and/or Garage, will be modified and they will start at 6:30 a.m. and end at 3 p.m.

In addition, notwithstanding the absence of any reference to breaks in Article III, Section 2., the parties agree that all employees covered by the terms of the collective bargaining agreement shall be entitled to two (2) paid fifteen (15) minute breaks during the course of the work day. One break shall be scheduled between the employees scheduled starting time and the employees lunch and the second break shall be scheduled between the employees lunch and the employees scheduled quitting time.

LOCAL 726

FOREST PRESERVE DISTRICT  
OF COOK COUNTY

By:

Thomas P. Clair

By:

T. J. J. J.

Date:

12/11/2007

Date:

12/17/2007